

# EXHIBIT F

# EXHIBIT F

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO**

Coordination Proceeding  
Special Title (Rule 1550(b))

ORACLE CASES

This Document Relates To:  
  
ALL ACTIONS

**ENDORSED FILED  
SAN MATEO COUNTY**

NOV 22 2005

Clerk of the Superior Court  
By BIANCA NEDELCO  
DEPUTY CLERK

JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 4180

~~PROPOSED~~  
JUDGMENT OF DISMISSAL

DATE: November 22, 2005

The Honorable John G. Schwartz,  
Coordination Trial Judge

1 The application of Plaintiffs Syed Akhter, John Bosco, Joseph Boyle, Cary Collins,  
2 Trustee of the Chadsey Educational Trust dated February 21, 1997, Barry J. Gamble, Max  
3 Katz, and Alan Pierce for approval of the Stipulation and Agreement of Settlement, a copy of  
4 which is attached hereto as Exhibit 1 (the "Stipulation"), came regularly on for hearing on  
5 November 22, 2005 at 10:00 a.m., before the Hon. John G. Schwartz, Coordination Trial  
6 Judge, to determine: (1) whether the terms and conditions of the Stipulation should be  
7 approved; (2) whether judgment should be entered dismissing this Action with prejudice;  
8 and (3) whether a release of the Released Claims, as set forth in the Stipulation, should be  
9 provided to the Released Parties.

10 Having heard and considered the matter, including all papers filed in connection  
11 therewith and the oral presentations of counsel at said hearing, and good cause appearing:

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

13 1. The Stipulation, including the definitions contained therein, is incorporated by  
14 reference in this Final Judgment.

15 2. This Court hereby approves the Settlement set forth in the Stipulation and  
16 finds that the Settlement is, in all respects, fair, reasonable, and adequate with respect to  
17 Oracle and its Shareholders, is consistent and in compliance with all applicable  
18 requirements of California law, the California and United States Constitutions (including  
19 the due process clause), the California Code of Civil Procedure, the California Rules of  
20 Court, and any other applicable law, and is in the best interests of the Company and its  
21 Shareholders. Oracle's Counsel and Plaintiffs' Counsel have adequately represented the  
22 interests of the Company and its Shareholders for purposes of this Action.

23 4. The Settling Parties and their counsel are hereby directed to implement and  
24 consummate the Settlement according to its terms and provisions.

25 5. The Settlement is binding on the Settling Parties, as well as their past, present,  
26 and future parents, subsidiaries, predecessors, successors and assigns and affiliates and each  
27 of their respective past, present, and future officers, directors, employees, agents,  
28 representatives, attorneys, heirs, administrators, executors, insurers, predecessors,

1 successors, and assigns, or any of them, including any person or entity controlled by or  
2 controlling or under the control of any of them. As to the Released Claims, this Judgment is  
3 intended to have *res judicata* and other preclusive effect in all pending and future lawsuits or  
4 other proceedings maintained by or on behalf of Oracle.

5 6. The Court finds that all parties to the Action and their counsel have complied  
6 with the requirements of the California Code of Civil Procedure as to all proceedings herein.

7 7. The Court hereby dismisses the Action with prejudice and without costs,  
8 except as provided in the Stipulation.

9 8. Upon the Settlement Effective Date, Plaintiffs and Oracle shall be deemed to  
10 have, and by operation of the Final Judgment shall have, fully, finally, and forever released,  
11 relinquished, and discharged each and every one of the Released Parties from the Released  
12 Claims as detailed in Section V.3 of the Stipulation.

13 9. Plaintiffs and Oracle, and any of their respective representatives, trustees,  
14 successors, heirs and assigns, are permanently barred and enjoined from filing,  
15 commencing, prosecuting, intervening in, participating in (as a nominal defendant or  
16 otherwise) or receiving any benefits or other relief from, any other lawsuit, arbitration, or  
17 administrative, regulatory, or other proceeding or order against the Released Parties in any  
18 jurisdiction based on or relating to the Released Claims. Notwithstanding the foregoing, (a)  
19 Plaintiffs shall retain any rights, claims or defenses they may have in the Federal Securities  
20 Action; and (ii) Oracle shall retain any rights, claims or defenses it may have in the Federal  
21 Securities Action including, without limitation, its rights of indemnity or contribution.

22 10. Pursuant to California Corporations Code § 800, no notice of the Settlement to  
23 Oracle's shareholders is required.

24 11. Upon the Settlement Effective Date, each of the Settling Parties shall be  
25 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and  
26 forever released, relinquished, and discharged each other, and Plaintiffs' Counsel from all  
27 claims relating to, arising out of, or connected with the institution, prosecution, assertion,  
28 settlement, or resolution of the Action and/or the Released Claims.

NOV 22 2005

JOHN A. SHERMAN

JCCP 4180; JUDGMENT OF DISMISSAL

**EXHIBIT 1**

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This Document Relates To:

ALL ACTIONS

JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 4180

STIPULATION AND AGREEMENT OF  
SETTLEMENT

The Honorable John G. Schwartz,  
Coordination Trial Judge

1 Syed Akhter, John Bosco, Joseph Boyle, Cary Collins, Trustee of the Chadsey  
 2 Educational Trust dated February 21, 1997, Barry J. Gamble, Max Katz, and Alan Pierce (who  
 3 have sued derivatively on behalf of Oracle Corporation), Lawrence J. Ellison, and Oracle  
 4 Corporation hereby enter into the following Stipulation and Agreement of Settlement, dated as of  
 5 November 16, 2005, subject to the approval of the Court.

# 6 I. THE DERIVATIVE LITIGATION

7 A. The Derivative Complaints. On March 12, 2001, Alan Pierce filed a derivative  
 8 action in the Superior Court of the State of California for the County of San Mateo on behalf of  
 9 nominal defendant Oracle Corporation, entitled *Pierce v. Ellison, et al.*, No. 416147, alleging  
 10 breach of fiduciary duty, abuse of control, constructive fraud, negligent breach of fiduciary duty,  
 11 gross mismanagement, waste of corporate assets, and unjust enrichment against one or more of  
 12 the Original Defendants in connection with certain stock trades made by certain of the Original  
 13 Defendants during January 2001. Six (6) other similar derivative actions were later filed in this  
 14 Court and/or in the Superior Court for the County of Santa Clara on behalf of Oracle, against one  
 15 or more of the Original Defendants, entitled *Katz v. Ellison, et al.*, San Mateo County Superior  
 16 Court No. 416209, *Collins v. Berg, et al.*, San Mateo County Superior Court No. 416477,  
 17 *Gamble v. Ellison, et al.*, San Mateo County Superior Court No. 416774, *Akhter v. Ellison, et al.*,  
 18 San Mateo County Superior Court No. 416875, *Bosco v. Ellison, et al.*, San Mateo County  
 19 Superior Court No. 418814, and *Boyle v. Ellison, et al.*, Santa Clara County Superior Court No.  
 20 CV 797494. On or about August 15, 2001, this Court entered an Order consolidating the *Katz*,  
 21 *Collins*, *Gamble*, *Akhter*, and *Boyle* actions into Judicial Council Coordination Proceeding  
 22 ("JCCP") 4180, *In re: Oracle Cases* (as amended on August 27, 2001) and on December 10,  
 23 2001, ordered that the *Pierce* and *Bosco* actions be added to JCCP 4180.

24 B. Procedural History. On January 28, 2002, Plaintiffs filed their Consolidated  
 25 Derivative Complaint, in which only Lawrence Ellison, Jeffrey Henley, Donald Lucas and  
 26 Michael Boskin were named as defendants. Oracle was named as a nominal defendant. Since  
 27 that time, all of the defendants, except for Ellison and nominal defendant Oracle, have been  
 28 voluntarily dismissed. Similarly, all of Plaintiffs' claims, except for their claim that Ellison



1 violated California Corporations Code §§ 25402 and 25502, have been dismissed either on  
2 Plaintiffs' motion or by court order. Most recently, the Action had been set for trial beginning  
3 on September 26, 2005.

4 C. Mediation and Settlement. Over the past four months, counsel for the Settling  
5 Parties have engaged in substantial arms-length negotiations in an effort to resolve the Action,  
6 including meetings, telephone conferences, and a mediation before the Honorable Judge Daniel  
7 Weinstein (Ret.), wherein the terms of the Settlement were debated and negotiated.

## 8 II. ORACLE'S APPROVAL OF THE SETTLEMENT

9 Oracle believes it to be in the Company's best interests for this Action to be settled and  
10 dismissed because this Settlement will (i) provide substantial benefits to Oracle and its  
11 shareholders, and (ii) avoid the substantial expense, disruption, and risks posed by the Action.

## 12 III. PLAINTIFFS' AGREEMENT TO THE SETTLEMENT

13 Plaintiffs believe that the claims asserted in the Action have merit and that the evidence  
14 supports the claims asserted. However, Plaintiffs recognize the expense and length of continued  
15 proceedings necessary to prosecute the Action through trial and appeal. Plaintiffs have taken  
16 into account the uncertain outcome and the risk of any litigation, especially complex derivative  
17 actions such as this Action, as well as the difficulties and delay inherent in such litigation,  
18 particularly delays in possible appeals, even assuming Plaintiffs prevail at trial. Plaintiffs have  
19 also taken into account the possible defenses to the Released Claims and the substantial benefits  
20 inuring to Oracle and its shareholders as a result of the provisions of this Settlement. In light of  
21 the foregoing, and based on their arms-length negotiations conducted under the guidance of the  
22 Hon. Daniel Weinstein (Ret.), Plaintiffs believe that terms of the settlement set forth in this  
23 Stipulation and Agreement of Settlement are fair, reasonable and adequate, and confer  
24 substantial benefits on Oracle.

## 25 IV. ELLISON'S AGREEMENT TO THE SETTLEMENT AND DENIALS OF 26 WRONGDOING AND LIABILITY

27 Ellison has denied, and continues to deny, all allegations of wrongdoing or liability  
28 whatsoever with respect to the Released Claims, including any and all contested facts or claims

alleged in the Action. Ellison has asserted and continues to assert that at all relevant times, he acted in good faith, and in a manner that was in fact, and that he reasonably believed to be, in the best interests of Oracle and Oracle's shareholders. In that regard, Ellison points to the exhaustive investigation conducted by Oracle's Special Litigation Committee, which was appointed to investigate the claims raised in the Action and similar actions pending in other jurisdictions. That committee concluded that Ellison engaged in no wrongdoing and that the claims against him and the other Original Defendants should be dismissed with prejudice. In addition, the Delaware Chancery Court in *In re Oracle Derivative Litigation*, Civil Action No. 18751 (the "Delaware Derivative Action") granted defendant Ellison's motion for summary judgment. This decision was affirmed on appeal by the Delaware Supreme Court. Nonetheless, Ellison has concluded that it is desirable that the Action be fully and finally settled in the manner and upon the conditions set forth in this Stipulation as it will eliminate the burden (to him and the Company), expense, and uncertainties of further litigation and the concomitant distraction of resources and efforts from his business.

#### V. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, in consideration of the promises and agreements, covenants, representations, and warranties set forth herein, intending to be legally bound;

IT IS HEREBY STIPULATED AND AGREED, by and between the Settling Parties, that this Action and all Released Claims are settled and compromised and that the Action shall be dismissed with prejudice, subject to approval of the Court, on the following terms and conditions:

1. Definitions. As used in this Stipulation, the following capitalized terms have the following meanings, unless a section or subsection of this Stipulation provides otherwise:

1.1 "Action" means the lawsuits captioned *Pierce v. Ellison, et al.*, San Mateo County Superior Court No. 416147, *Katz v. Ellison, et al.*, San Mateo County Superior Court No. 416209, *Collins v. Berg, et al.*, San Mateo County Superior Court No. 416477, *Gamble v. Ellison, et al.*, San Mateo County Superior Court No. 416774, *Akhter v. Ellison, et al.*, San Mateo County Superior Court No. 416875, *Bosco v. Ellison, et al.*, San Mateo County Superior

1 Court No. 418814, and *Boyle v. Ellison, et al.*, Santa Clara County Superior Court No. CV  
2 797494 as consolidated into JCCP 4180.

3 1.2 "*Attorneys' Fees and Expenses*" and "*Fee Award*" means such funds as may be  
4 awarded to Plaintiffs' Counsel to compensate them for their fees and expenses in connection  
5 with this Action.

6 1.3 "*Court*" means the Superior Court of the State of California for the County of  
7 San Mateo.

8 1.4 "*Donation*" means the donation of funds specified in Section V.2.2 of this  
9 Settlement.

10 1.5 "*Ellison*" means defendant Lawrence J. Ellison.

11 1.6 "*Ellison's Counsel*" means the law firm of Mayer, Brown, Rowe & Maw LLP.

12 1.7 "*Escrow Account*" means the escrow account to be set up by Ellison in relation to  
13 the Attorneys' Fees and Expenses detailed in Section V.4.2.

14 1.8 "*Federal Securities Action*" means the case captioned *In re Oracle Corporation*  
15 *Securities Litigation*, Case No. C-01-0988-MJJ, currently pending before the Honorable Martin  
16 J. Jenkins in the United States District Court for the Northern District of California.

17 1.9 "*Final Judgment*" means that judgment to be entered by the Court, substantially  
18 in the form of Exhibit B hereto, as contemplated in Section V.5 below.

19 1.10 "*Oracle*" or the "*Company*" means Oracle Corporation and its past, present, and  
20 future parents, subsidiaries, predecessors, successors, agents, affiliates, and assigns.

21 1.11 "*Oracle's Counsel*" means the law firm of Morrison & Foerster LLP.

22 1.12 "*Original Defendants*" means Jeffrey Berg, Michael J. Boskin, Daniel  
23 Cooperman, Lawrence J. Ellison, Sergio Giacoletto, Jeffrey O. Henley, Jack F. Kemp, Kay  
24 Koplovitz, Donald L. Lucas, Richard A. McGinn, Jay H. Nussbaum, and Charles A. Rozwat.

25 1.13 "*Plaintiffs*" means Syed Akhter, John Bosco, Joseph Boyle, Cary Collins, Trustee  
26 of the Chadsey Educational Trust dated February 21, 1997, Barry J. Gamble, Max Katz, and  
27 Alan Pierce.

1.14 "*Plaintiffs' Counsel*" means the law firms of: Berman DeValerio Pease Tabacco Burt & Pucillo; Corey, Luzaich, Pliska, de Ghetaldi & Nastari LLP; Schiffirin & Barroway, LLP; McManis, Faulkner & Morgan, A Professional Corporation; Morris & Morris LLC; Law Offices of Thomas D. Mauriello; Scott & Scott LLC; Law Offices of Laura M. Perrone; Harold B. Obstfeld, P.C.; Seeger Weiss LLP; Trevor & Weixel LLP; Cauley Bowman Carney & Williams, PLLC; and Biggs and Battaglia.

1.15 "*Plaintiffs' Co-Lead Counsel*" means the law firms of Berman DeValerio Pease Tabacco Burt & Pucillo and Corey, Luzaich, Pliska, de Ghetaldi & Nastari LLP.

1.16 "*Release*" means the release set forth in Section V.3.1 of this Stipulation.

1.17 "*Released Claims*" means any and all claims, causes of action, equitable, legal, and administrative relief, demands or rights, suits, matters, and issues of every kind and nature whatsoever, including, without limitation, claims for rescission, restitution, unjust enrichment, or damages of any kind, whether based on or arising under federal, state or local law, statute, ordinance, regulation, contract, common law, or any other source, that have been, might have been, could have been, or might hereafter be asserted, whether known or unknown, through the Settlement Effective Date, by or on behalf of Plaintiffs and/or Oracle, and each of their heirs, executors, administrators, successors, and assigns against the Released Parties or any of them in this Action, or in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicatory body, arising out of or related, directly or indirectly, in any way to the allegations of the Complaint or any facts, occurrences, disclosures, statements, acts or omissions, failures to act by the Original Defendants, or any stock transactions consummated by the Original Defendants, during the time period of December 2000-February 2001; *provided, however, that* (a) Plaintiffs shall retain any rights, claims, or defenses they may have in the Federal Securities Action, and (b) Oracle shall retain any rights, claims, or defenses it may have in the Federal Securities Action including, without limitation, its rights of indemnity or contribution.

1.18 "Released Parties" means the Original Defendants and each of their respective agents, attorneys, advisors, successors, heirs, assigns, executors, personal representatives, and immediate family members.

1.19 "Settlement" or "Stipulation" means this Stipulation and Agreement of Settlement, dated as of November 16, 2005.

1.20 "Settlement Effective Date" means the date upon which the Final Judgment is no longer subject to appeal or review (or further appeal or review) whether by exhaustion of any possible appeal, lapse of time, or otherwise.

1.21 "Settlement Hearing" means the hearing scheduled for November 22, 2005 at which the parties will present this Stipulation for approval by the Court.

1.22 "Settling Parties" means Plaintiffs, Ellison, and Oracle.

1.23 "Shareholder" means any holder of Oracle common stock during the time period December 1, 2000 through the date of the Settlement Hearing.

## 2. Settlement Relief

2.1 Oracle, Ellison, and Plaintiffs acknowledge that the filing and prosecution of this Action were material factors in the adoption of the various modifications made to Oracle's policies listed in Exhibit A hereto which constitute substantial benefits to Oracle.

2.2 Over the course of five years from the Settlement Effective Date, Ellison shall effect a charitable donation of one hundred million dollars (\$100,000,000.00) in the name of Oracle to a charity or institution approved by Oracle. Oracle shall provide Plaintiffs' Co-Lead Counsel with written notice of the identity of the charity or institution selected to receive the Donation within seven (7) business days of the Settlement Effective Date and Ellison shall begin making the Donation within 120 days of the Settlement Effective Date. Oracle shall provide Plaintiffs' Co-Lead Counsel with written notice of (a) Ellison's payment of the first installment of the Donation and (b) his payment of the final installment of the Donation within seven (7) business days of each respective occurrence.



1           3.       Release, Waiver, and Covenant Not to Sue

2           3.1       Plaintiffs and Oracle agree to the following release and waiver, which shall take  
3 effect as of the Settlement Effective Date:

4               3.1.1   Plaintiffs, on behalf of themselves and Oracle, and Oracle hereby release  
5 and discharge each and every Released Claim, and shall not now or hereinafter institute,  
6 participate in, or maintain a proceeding involving a Released Claim, against the Released Parties,  
7 either directly or indirectly, derivatively, on their own behalf, or on behalf of any other person or  
8 entity;

9               3.1.2   By expressly releasing and forever discharging all Released Claims  
10 against the Released Parties, Plaintiffs and Oracle expressly waive any and all provisions, rights,  
11 and benefits conferred by § 1542 of the California Civil Code which provides:

12                   A general release does not extend to claims which the creditor does  
13 not know or suspect exist in his favor at the time of executing the  
14 release, which if known by him must have materially affected his  
settlement with the debtor.

15 For the purpose of implementing a full and complete release of the Released Claims, Plaintiffs  
16 and Oracle also expressly waive all similar federal, state or foreign laws, rights, rules, or legal  
17 principals which may be applicable herein. Notwithstanding the provisions of Section 1542 and  
18 all similar federal, state or foreign laws, rights, rules, or legal principles which may be applicable  
19 herein, Plaintiffs and Oracle understand and agree that this Release is intended to include all  
20 Released Claims, if any, which Plaintiffs and/or the Company may have whether or not Plaintiffs  
21 and/or the Company know or suspect those claims exist in their favor, and that this Release  
22 extinguishes all such claims.

23               3.1.3   Nothing in this Release shall preclude: (a) any action to enforce the terms  
24 of this Settlement; or (b) any motion to enforce the terms of this Settlement pursuant to  
25 California Code of Civil Procedure § 664.6.

26           3.2       Upon the Settlement Effective Date, Ellison and Oracle shall be deemed to have  
27 released, acquitted, and forever discharged Plaintiffs and Plaintiffs' Counsel from any and all  
28 claims, known or unknown, they have or may have against Plaintiffs or Plaintiffs' Counsel

1 regarding, concerning, or in connection with the Action. In releasing such claims, Ellison and  
2 Oracle also expressly waive any and all provisions, rights and benefits conferred by California  
3 Code of Civil Procedure § 1542 and all similar federal, state or foreign law rights, rules or legal  
4 principles which may be applicable herein.

5 3.3 The Parties hereby agree and acknowledge that the provisions of Sections V.3.1  
6 and V.3.2 constitute essential terms of the Stipulation.

7 4. Attorneys' Fees and Litigation Expenses

8 4.1 Plaintiffs' Co-Lead Counsel agree to make, and Ellison and Oracle agree not to  
9 oppose, an application for an award of Attorneys' Fees and Expenses in this Action not to exceed  
10 a total of twenty-two million dollars (\$22,000,000).

11 4.2 Ellison agrees to pay into an interest-bearing escrow account, at a financial  
12 institution mutually agreed to by the Settling Parties, in the manner specified below and subject  
13 to Court approval, a sum not to exceed twenty-two million dollars (\$22,000,000), equal to the  
14 award of Attorneys' Fees and Expenses, within ten (10) business days of the Court entering the  
15 Final Judgment and an order for the Fee Award.

16 4.3 The actual amounts of Attorneys' Fees and Expenses to be paid to Plaintiffs from  
17 the Escrow Account are subject to the approval of the Court and Plaintiffs shall only be entitled  
18 to receive from the Escrow Account the amounts finally approved by the Court.

19 4.4 Interest on the Attorneys' Fees and Expenses awarded to Plaintiffs shall accrue  
20 for the benefit of Plaintiffs' Co-Lead Counsel, commencing upon the date the funds are  
21 deposited into the Escrow Account and continuing until the Settlement Effective Date, at which  
22 time all monies awarded to Plaintiffs' Co-Lead Counsel by the Court, and any and all interest  
23 earned on said monies, shall be distributed from the Escrow Account to Plaintiffs' Co-Lead  
24 Counsel.

25 4.5 If the Settlement Effective Date occurs and no appeal from the Fee Award has  
26 been taken and no request for review of the Fee Award has been made, then Plaintiffs' Co-Lead  
27 Counsel shall thereafter allocate the monies in the Escrow Account amongst other Plaintiffs'  
28

1 Counsel in a manner in which they in good faith believe reflects the contributions and costs and  
2 expenses of such counsel in the prosecution and settlement of the Action.

3 4.6 If the Settlement Effective Date occurs after an appeal from the Fee Award has  
4 been taken or after a request for review of the Fee Award has been made, if no preliminary  
5 distribution has been made as provided in Section V.4.8, and the Attorneys' Fees and Expenses  
6 originally ordered by the Court are not reduced, then Plaintiffs' Co-Lead Counsel shall thereafter  
7 allocate the monies in the Escrow Account as provided in Section V.4.5.

8 4.7 If the Settlement Effective Date occurs after an appeal from the Fee Award has  
9 been taken or after a request for review of the Fee Award has been made, if no preliminary  
10 distribution from the Escrow Account has been made as provided in Section V.4.8, and the  
11 Attorneys' Fees and Expenses originally awarded by the Court are reduced, then Plaintiffs' Co-  
12 Lead Counsel shall thereafter allocate the Fee Award as reduced plus interest from the Escrow  
13 Account amongst other Plaintiffs' Counsel in a manner in which they in good faith believe  
14 reflects the contributions and costs and expenses of such counsel in the prosecution and  
15 settlement of the Action. Any funds remaining in the Escrow Account following such  
16 distribution shall be remitted to Ellison.

17 4.8 It is further agreed that in the event that the Settlement Effective Date does not  
18 occur for any reason, including a noticed appeal (but not including termination of the Settlement  
19 as detailed in Section V.6.1, below), by the sixtieth (60<sup>th</sup>) calendar day after the Court's entry of  
20 an order for Attorneys' Fees and Expenses, Plaintiffs' Co-Lead Counsel, may, at their option,  
21 draw down any amount from the Escrow Account, provided that they first provide to Ellison an  
22 undertaking to repay any amounts that they are ultimately not entitled to receive and secure that  
23 obligation by providing to Ellison, as beneficiary, an irrevocable letter of credit containing  
24 customary and usual commercial terms, drawn on a financial institution reasonably acceptable to  
25 Ellison (the "LOC"), in the full amount of any such sums Plaintiffs' Co-Lead Counsel intend to  
26 withdraw pursuant to this provision, plus interest thereon. Plaintiffs' Co-Lead Counsel shall be  
27 permitted to withdraw such amount, five (5) business days subsequent to providing a satisfactory  
28 undertaking and LOC to Ellison.



1           4.9     In the event that the amount of monies withdrawn by Plaintiffs' Co-Lead Counsel  
 2     from the Escrow Account exceeds the amount of Attorneys' Fees and Expenses plus interest  
 3     ultimately awarded to Plaintiffs' Counsel after the expiration or resolution of any and all appeals,  
 4     Ellison shall be entitled to draw down on the LOC for any amount owing to him, which shall  
 5     include interest calculated at the rate for Thirty (30) Day U.S. Treasury Notes prevailing as of the  
 6     date of the withdrawal, within ten (10) business days of making a demand of Plaintiffs' Co-Lead  
 7     Counsel for the amount due to Ellison, if the amount has not already been repaid by Plaintiffs'  
 8     Co-Lead Counsel.

9           4.10   Neither the Company nor Ellison, nor any of their respective past, present, and  
 10    future parents, subsidiaries, predecessors, successors, and assigns, nor any of their respective  
 11    past, present, and future officers, directors, partners, principals, employees, agents,  
 12    representatives, attorneys, heirs, administrators, executors, insurers, predecessors, successors,  
 13    and assigns, or any of them, shall be liable for or obligated to pay any fees, expenses, costs or  
 14    disbursements to, or incur any expense on behalf of, any person, either directly or indirectly, in  
 15    connection with this Action, this Stipulation, or the proposed Settlement, other than as expressly  
 16    provided for in this Settlement.

17           5.     *Settlement Hearing and Final Judgment*

18           5.1     As soon as practicable after execution of this Stipulation but no later than  
 19    November 22, 2005, the Settling Parties shall submit this Stipulation to the Court for approval.

20           5.2     As part of the Settlement Hearing and upon approval by the Court of the  
 21    Settlement terms set forth in this Stipulation, the Settling Parties shall seek and obtain from the  
 22    Court a Final Judgment, substantially in the form annexed as Exhibit B hereto, that shall, among  
 23    other things:

24                 5.2.1   approve the Settlement as fair, reasonable, and adequate, consistent and in  
 25    compliance with all applicable requirements of California law, the California and United States  
 26    Constitutions (including the due process clause), the California Code of Civil Procedure, the  
 27    California Rules of Court, and any other applicable law, and is in the best interests of the  
 28    Company and its shareholders;

1           5.2.2 direct the Settling Parties and their counsel to implement and consummate  
2 this Settlement according to its terms and provisions; and declare this Settlement to be binding  
3 on—and, as to the Released Claims, to have *res judicata* and other preclusive effect in all  
4 pending and future lawsuits or other proceedings maintained by or on behalf of—the Settling  
5 Parties, as well as their past, present, and future parents, subsidiaries, predecessors, successors  
6 and assigns and affiliates and each of their respective past, present, and future officers, directors,  
7 employees, agents, representatives, attorneys, heirs, administrators, executors, insurers,  
8 predecessors, successors, and assigns, or any of them, including any person or entity controlled  
9 by or controlling or under the control of any of them;

10           5.2.3 find that Oracle's Counsel and Plaintiffs' Counsel adequately represented  
11 the interests of Oracle and its shareholders for purposes of this Action;

12           5.2.4 dismiss the Action with prejudice, without fees or costs to any party  
13 except as provided in this Settlement;

14           5.2.5 incorporate the Release set forth above in Section V.3, make the Release  
15 effective as of the date of the Final Judgment, and forever discharge the Released Parties from  
16 any claims or liabilities arising from or related to the matters covered by the Release;

17           5.2.6 permanently bar and enjoin Plaintiffs and Oracle, or any of their respective  
18 representatives, trustees, successors, heirs and assigns, from filing, commencing, prosecuting,  
19 intervening in, participating in (as a nominal defendant or otherwise) or receiving any benefits or  
20 other relief from, any other lawsuit, arbitration, or administrative, regulatory, or other proceeding  
21 or order against the Released Parties in any jurisdiction based on or relating to the Released  
22 Claims;

23           5.2.7 find that, pursuant to California Corporations Code § 800, no notice of the  
24 Settlement to Oracle's shareholders is required; and

25           5.2.8 without affecting the finality of the Final Judgment for purposes of appeal,  
26 retain jurisdiction as to all matters relating to the administration, consummation, enforcement,  
27 and interpretation of this Stipulation and the Final Judgment.  
28

1           6.       *Effect of Disapproval or Termination*

2           6.1       Subject to paragraph V.6.2, this Settlement will terminate at the sole option and  
3 discretion of Plaintiffs, the Company, or Ellison if (i) the Court, or any appellate court(s), rejects,  
4 modifies or denies any portion of the Stipulation or the proposed Settlement that the terminating  
5 party in its (or their) sole judgment and discretion reasonably determine(s) is material, including,  
6 without limitation, the terms of relief, the findings of the Court, the terms of the Release, or (ii)  
7 the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any  
8 portion of the Final Judgment, that the terminating party in its (or their) sole judgment and  
9 discretion reasonably believe(s) to be material. The terminating party must exercise the option to  
10 withdraw from and terminate this Settlement, as provided in this subsection, no later than twenty  
11 (20) business days after receiving notice of the event giving rise to the grounds for termination.

12           6.2       Disallowance by the Court of any Attorneys' Fees and Expenses or interest that  
13 has accrued thereon requested by or awarded to Plaintiffs' Counsel, any appeal from any order  
14 relating thereto, and any modification or reversal on appeal of any such order, shall not operate  
15 to terminate or cancel the Stipulation or affect its terms, including the releases, be deemed a  
16 material change to this Stipulation under Section V.6.1, or affect or delay the finality of the Final  
17 Judgment approving the Stipulation; *provided, however*, that Ellison, in his sole discretion, may  
18 elect to terminate this Settlement if the amount of Attorneys' Fees and Expenses awarded, in the  
19 first instance or on appeal, exceeds the amount agreed upon by the Settling Parties as set forth in  
20 Section V.4.1 above.

21           6.3       If an option to withdraw from and terminate this Settlement arises under Section  
22 V.6.1 of this Stipulation, neither Plaintiffs, Ellison, nor the Company will be required for any  
23 reason or under any circumstance to exercise that option.

24           6.4       If this Settlement is terminated in accordance with its terms, then:

25                 6.4.1   this Stipulation shall be null and void and shall have no force or effect,  
26 and no party to this Settlement shall be bound by any of its terms, except for the terms of this  
27 subsection;  
28

1           6.4.2 this Stipulation, all of its provisions, and all negotiations, statements, and  
2 proceedings and orders relating to it shall be without prejudice to the rights of Plaintiffs, Ellison,  
3 and Oracle, all of whom shall be restored to their respective positions existing immediately  
4 before the execution of this Stipulation, including the return of all sums paid in connection with  
5 this Settlement, with interest calculated at the rate for Thirty (30) Day U.S. Treasury Notes  
6 prevailing as of the date of termination;

7           6.4.3 Ellison and his current and former predecessors, successors, heirs, agents,  
8 assigns, officers, directors, employees, partners, principals, attorneys and representatives  
9 expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that  
10 have been or might later be asserted in this Action;

11           6.4.4 Plaintiffs and Oracle and their current and former predecessors,  
12 successors, heirs, agents, assigns, officers, directors, employees, partners, principals, attorneys  
13 and representatives expressly and affirmatively reserve all arguments and motions as to all  
14 claims that have been or might later be asserted in this Action;

15           6.4.5 neither this Stipulation, nor the fact of its having been made, shall be  
16 admissible or entered into evidence for any purpose whatsoever; and

17           6.4.6 the provisions set forth in Section V.7.5 below shall remain in full force  
18 and effect.

19           7.     *General Matters and Reservations*

20           7.1    The obligation, though not the ability, of the Settling Parties to conclude the  
21 proposed Settlement is and will be contingent on each of the following:

22               7.1.1 occurrence of the Settlement Effective Date; and

23               7.1.2 any other conditions stated in this Stipulation.

24           7.2    Neither this Stipulation nor any of its terms (nor any agreement, negotiations, or  
25 order relating thereto), nor any payment or consideration provided for herein, is or shall be  
26 construed as an admission by Ellison or Oracle of any fault, wrongdoing, or liability whatsoever,  
27 or an admission by any of the Plaintiffs of any lack of merit of their claims against Ellison.

28           Neither this Stipulation nor any of its terms (nor any agreement, negotiations, or order relating

thereto), nor any payment or consideration provided for herein, shall be deemed or offered or received in evidence in any judicial, administrative, regulatory, or other proceeding or utilized in any manner whatsoever, including as a presumption, a concession, or an admission of any fault, wrongdoing, or liability whatsoever on the part of Ellison or Oracle; *provided, however*, that nothing contained in this subsection shall prevent the Stipulation (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto) or the Final Judgment, or in which the reasonableness, fairness, or good faith of Ellison in participating in the Settlement (or any agreement or order relating thereto) is at issue, or to enforce or effectuate provisions of this Settlement as to the Settling Parties.

7.3 Plaintiffs' Co-Lead Counsel shall use their best efforts to secure the dismissal, with prejudice, of the action captioned *Bauer v. Ellison, et al.*, Case No. 3:02-CV-01304, currently pending before the Honorable Martin J. Jenkins in the United States District Court for the Northern District of California on or before the Settlement Effective Date. Plaintiffs' Co-Lead Counsel agree that to the extent plaintiffs' counsel in the *Bauer* action are paid or reimbursed for any fees, costs, or expenses in connection with that litigation, such payment or reimbursement shall be made solely by Plaintiffs' Co-Lead Counsel from any Attorneys' Fees and Expenses Plaintiffs are awarded as detailed in Section 4, above.

7.4 Plaintiffs' Counsel, Ellison's Counsel, and Oracle's Counsel agree to act in good faith to ensure that any public comments about or descriptions of the proposed Settlement are balanced, fair, and accurate. None of the parties will issue any press releases regarding this Settlement. All parties are free, however, to respond to inquiries from the press. Notwithstanding any other provision of this paragraph, the Company shall be able to make, without notification to, or prior review or approval by, Plaintiffs' Counsel or Ellison's Counsel, any and all disclosures regarding the Settlement that the Company believes may be required or appropriate under applicable law or by the rules of the NASDAQ stock exchange, or as required in connection with a judicial or regulatory proceeding.



1           7.5     By execution of this Stipulation, neither Ellison nor Oracle releases any claim  
2     against any insurer for any cost or expense hereunder, including attorneys' fees and costs.

3           7.6     All counsel who execute this Stipulation represent and warrant that they have  
4     authority to do so on behalf of their respective clients.

5           7.7     The Settling Parties acknowledge that their designated representatives have  
6     reviewed this Settlement and acknowledge that they are accepting the benefits of this Settlement  
7     after consulting with Counsel.

8           7.8     Oracle hereby represents and warrants to each other party hereto that the  
9     execution, delivery, and performance of this Settlement is within its power and authority, has  
10    been duly authorized by all necessary action, and does not and will not: (a) require any  
11    authorization which has not been obtained; or (b) contravene the charter documents of Oracle,  
12    any applicable laws or other legal requirements, or any agreement or restriction binding on or  
13    affecting Oracle or its property. This Settlement, when executed by its designated representative  
14    and delivered, will constitute the legal, valid, and binding obligation of Oracle.

15          7.9     This Stipulation (including exhibits hereto, agreements referenced herein, and  
16    documents executed pursuant to the foregoing) contains the entire agreement among the Settling  
17    Parties with respect to the subject matter hereof and supersedes any prior written or oral  
18    agreements, representations, warranties, or statements including, specifically, the Stipulation and  
19    Agreement of Settlement, dated September 19, 2005 and filed with the Court on September 20,  
20    2005. The Settling Parties agree that this Stipulation was drafted at arms' length, and that no  
21    parol or other evidence may be offered to explain, construe, or clarify its terms, the intent of the  
22    parties or their counsel, or the circumstances under which the Settlement was made or executed;  
23    *provided*, that there shall be no presumption for or against any party that drafted all or any  
24    portion of this Stipulation.

25          7.10    No representation, warranty, or inducement has been made to any party  
26    concerning this Stipulation other than the representations, warranties, and covenants contained  
27    herein.  
28

1           7.11   Plaintiffs and Plaintiffs' Counsel expressly warrant that, in entering into this  
2   Stipulation, they relied solely upon their own knowledge and investigation, and not upon any  
3   promise, representation, warranty, or other statement by Ellison or Oracle not expressly  
4   contained herein.

5           7.12   Whenever this Stipulation and Settlement requires or contemplates that one party  
6   shall or may give notice to another, notice shall be provided by facsimile and/or next-day  
7   (excluding weekends and court holidays) express delivery service as follows:

8           1. If to Oracle, then to:

9           James Maroulis  
10          ORACLE CORPORATION  
11          500 Oracle Parkway  
12          Redwood Shores, CA 94065

13          -and-

14          Jordan Eth  
15          MORRISON & FOERSTER LLP  
16          425 Market Street, 34<sup>th</sup> Floor  
17          San Francisco, CA 94105-2482

18          2. If to Ellison, then to:

19          Alan N. Salpeter  
20          MAYER, BROWN, ROWE & MAW LLP  
21          71 South Wacker Drive  
22          Chicago, IL 60606-4637

23          3. If to Plaintiffs, then to:

24          Joseph J. Tabacco, Jr.  
25          BERMAN DE VALERIO PEASE TABACCO BURT & PUCILLO  
26          425 California Street, Suite 2100  
27          San Francisco, CA 94104

28          -and-

          Dario de Ghetaldi  
          COREY, LUZIACH, PLISKA, DE GHETALDI, & NASTARI LLP  
          700 El Camino Real  
          P.O. Box 669  
          Millbrae, CA 94030

          7.13   The failure of any Settling Party to enforce at any time any provision of this  
Stipulation shall not be construed to be a waiver of such provision, nor in any way to affect the  
validity of this Stipulation or any part hereof or the right of any Settling Party thereafter to

1 enforce each and every such provision. No waiver of any breach of this Stipulation shall be held  
2 to constitute a waiver of any other breach.

3 7.14 The Settling Parties, their successors and assigns, and their attorneys agree to  
4 cooperate fully with one another in seeking Court approval of this Stipulation and to use their  
5 best efforts to effect the prompt consummation of this Stipulation and the proposed settlement.  
6 Without limitation of any other remedies available by law, the Settling Parties agree that any  
7 party to this Stipulation may compel specific performance of its terms.

8 7.15 This Stipulation and the Settlement contemplated hereby shall be governed by,  
9 and construed in accordance with, the laws of the State of California, including its choice of law  
10 principles.

11 7.16 Nothing in this Stipulation, the Settlement contemplated thereby, or the  
12 negotiations or proceedings relating to the foregoing is intended to be or shall be deemed to  
13 constitute a waiver of any applicable privilege or immunity, including without limitation, the  
14 accountants' privilege, the attorney-client privilege, the joint defense privilege, or work product  
15 immunity.

16 7.17 This Stipulation may be executed in one or more counterparts, all of which shall  
17 be considered the same as if a single document shall have been executed, and shall become  
18 effective when such counterparts have been executed by all signatories and delivered to  
19 Plaintiffs' Co-Lead Counsel, Ellison's Counsel and Oracle's Counsel. Execution by facsimile  
20 shall be fully and legally binding on any Settling Party so executing.

21 7.18 This Stipulation and Settlement may not be modified except pursuant to a written  
22 instrument signed by all the parties hereto.

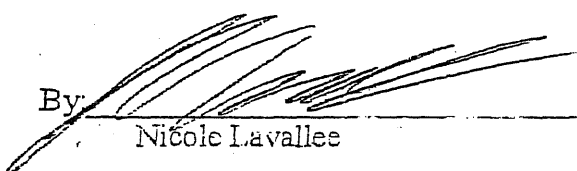
23 7.19 All Released Parties who are not individually, or through counsel, signatories to  
24 this Stipulation are intended third-party beneficiaries entitled to enforce the terms of the Release  
25 set forth herein so long as they agree to be bound by the entirety of this Stipulation and  
26 Agreement of Settlement.



7.20 The Settling Parties agree that the Court shall retain jurisdiction as to all matters relating to the administration, consummation, enforcement, and interpretation of this Stipulation and the Final Judgment.

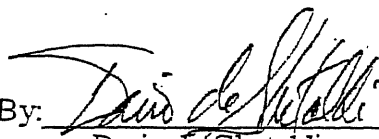
Dated: November 16, 2005

BERMAN DEVALERIO PEASE TABACCO  
BURT & PUCILLO  
Joseph J. Tabacco, Jr.  
Nicole Lavallee

By:   
Nicole Lavallee

*Plaintiffs' Co-Lead and Liaison Counsel*

COREY LUZAICH PLISKA DE GHETALDI  
& NASTARI LLP  
Dario de Ghetaldi  
George R. Corey  
Jerry E. Nasatari  
Amanda L. Riddle

By:   
Dario de Ghetaldi

*Plaintiffs' Co-Lead and Liaison Counsel*

Dated: November 16, 2005

MAYER, BROWN, ROWE & MAW LLP  
Alan N. Salpeter  
Javier H. Rubinstein

By: \_\_\_\_\_  
Alan N. Salpeter

Counsel for Individual Defendant  
LAWRENCE J. ELLISON

1        7.20    The Settling Parties agree that the Court shall retain jurisdiction as to all matters  
2 relating to the administration, consummation, enforcement, and interpretation of this Stipulation  
3 and the Final Judgment.

4  
5        Dated: November \_\_, 2005

BERMAN DEVALERIO PEASE TABACCO  
BURT & PUCILLO  
Joseph J. Tabacco, Jr.  
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10                    *Plaintiffs' Co-Lead and Liaison Counsel*

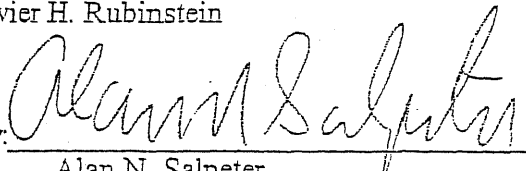
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15        Jerry E. Nasatari  
16        Amanda L. Riddle

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18        By: \_\_\_\_\_  
19                    Dario de Ghetaldi

20                    *Plaintiffs' Co-Lead and Liaison Counsel*

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22        Dated: November \_\_, 2005

23        MAYER, BROWN, ROWE & MAW LLP  
24        Alan N. Salpeter  
25        Javier H. Rubinstein

26        By:  \_\_\_\_\_  
27                    Alan N. Salpeter

28                    Counsel for Individual Defendant  
LAWRENCE J. ELLISON

1 Dated: November 17, 2005

MORRISON & FOERSTER, LLP

Jordan Eth

Anna Erickson White

By: 

Jordan Eth

Counsel for Nominal Defendant ORACLE  
CORPORATION

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ORACLE CORPORATION

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Safra Catz, President

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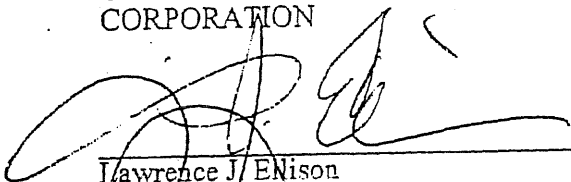
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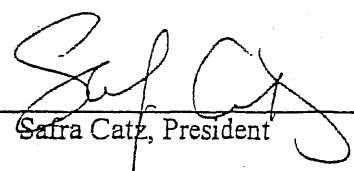
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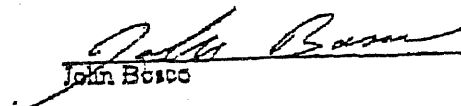
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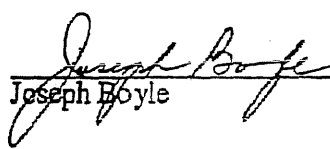
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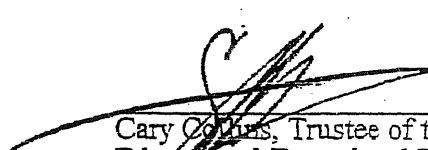
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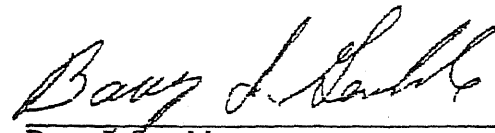
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# EXHIBIT A

Exhibit A: Oracle Insider Trading Policies

1. Implementation of Restrictive Guidelines On Use of 10b5-1 Plans (2004)
  - A. Plans must be approved by the General Counsel
  - B. Plans can only be implemented or modified during an open window
  - C. No trading during a closed window period
  - D. Only precision plans permitted which specify quantity, price and date; no discretionary plans
  - E. Oracle reserves option to suspend trading
  - F. Oracle publicly announces 10b5-1 plans before trading
2. Ellison's sales of Oracle stock since 2001 were only pursuant to a 10b5-1 Plan
  - A. Plan dated 1/30/04. Plan to sell 120MM shares, and to gift 3.3 MM
3. Oracle modified its insider-trading policy
  - A. Two-tier policy – one for Section 16 officers and one for others
  - B. Shorter trading windows
  - C. For non-Section 16 officers, no trading window from 2 weeks before end of quarter until 2 trading days after earnings announced
  - D. For Section 16 officers, no-trading window starts one month before the end of the quarter
4. Definition of material information was modified
  - A. Includes new examples
  - B. "Financial performance, especially quarterly and year-end earnings, or significant changes in financial performance or liquidity (including forecasts relating to these types of information that may affect company-wide results)."
5. Stricter pre-clearance procedures
  - A. Trades must be pre-cleared at least two business days in advance
  - B. Trades must be pre-cleared by the General Counsel, "who will also verify with the CFO that the proposed transactions can proceed."
6. Form 4's and 144's are published immediately on the Oracle website when filed with SEC, thus resulting in earlier disclosure to the public

# EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN MATEO**

Coordination Proceeding  
 Special Title (Rule 1550(b))

ORACLE CASES

This Document Relates To:

ALL ACTIONS

JUDICIAL COUNCIL COORDINATION  
 PROCEEDING NO. 4180

**JUDGMENT OF DISMISSAL**

DATE: November 22, 2005

The Honorable John G. Schwartz,  
 Coordination Trial Judge



1 The application of Plaintiffs Syed Akhter, John Bosco, Joseph Boyle, Cary Collins,  
 2 Trustee of the Chadsey Educational Trust dated February 21, 1997, Barry J. Gamble, Max  
 3 Katz, and Alan Pierce for approval of the Stipulation and Agreement of Settlement, a copy of  
 4 which is attached hereto as Exhibit 1 (the "Stipulation"), came regularly on for hearing on  
 5 November 22, 2005 at 10:00 a.m., before the Hon. John G. Schwartz, Coordination Trial  
 6 Judge, to determine: (1) whether the terms and conditions of the Stipulation should be  
 7 approved; (2) whether judgment should be entered dismissing this Action with prejudice;  
 8 and (3) whether a release of the Released Claims, as set forth in the Stipulation, should be  
 9 provided. Having heard and considered the matter, including all papers filed in connection  
 10 therewith and the oral presentations of counsel at said hearing, and good cause appearing:

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

12 1. The Stipulation, including the definitions contained therein, is incorporated by  
 13 reference in this Final Judgment.

14 2. This Court hereby approves the Settlement set forth in the Stipulation and  
 15 finds that the Settlement is, in all respects, fair, reasonable, and adequate with respect to  
 16 Oracle and its Shareholders, is consistent and in compliance with all applicable  
 17 requirements of California law, the California and United States Constitutions (including  
 18 the due process clause), the California Code of Civil Procedure, the California Rules of  
 19 Court, and any other applicable law, and is in the best interests of the Company and its  
 20 Shareholders. Oracle's Counsel and Plaintiffs' Counsel have adequately represented the  
 21 interests of the Company and its Shareholders for purposes of this Action.

22 4. The Settling Parties and their counsel are hereby directed to implement and  
 23 consummate the Settlement according to its terms and provisions.

24 5. The Settlement is binding on the Settling Parties, as well as their past, present,  
 25 and future parents, subsidiaries, predecessors, successors and assigns and affiliates and each  
 26 of their respective past, present, and future officers, directors, employees, agents,  
 27 representatives, attorneys, heirs, administrators, executors, insurers, predecessors,  
 28 successors, and assigns, or any of them, including any person or entity controlled by or

1 controlling or under the control of any of them. As to the Released Claims, this Judgment is  
2 intended to have *res judicata* and other preclusive effect in all pending and future lawsuits or  
3 other proceedings maintained by or on behalf of Oracle.

4 6. The Court finds that all parties to the Action and their counsel have complied  
5 with the requirements of the California Code of Civil Procedure as to all proceedings herein.

6 7. The Court hereby dismisses the Action with prejudice and without costs,  
7 except as provided in the Stipulation.

8 8. Upon the Settlement Effective Date, Plaintiffs and Oracle shall be deemed to  
9 have, and by operation of the Final Judgment shall have, fully, finally, and forever released,  
10 relinquished, and discharged each and every one of the Released Parties from the Released  
11 Claims as detailed in Section V.3 of the Stipulation.

12 9. Plaintiffs and Oracle, and any of their respective representatives, trustees,  
13 successors, heirs and assigns, are permanently barred and enjoined from filing,

14 commencing, prosecuting, intervening in, participating in (as a nominal defendant or  
15 otherwise) or receiving any benefits or other relief from, any other lawsuit, arbitration, or  
16 administrative, regulatory, or other proceeding or order against the Released Parties in any  
17 jurisdiction based on or relating to the Released Claims. Notwithstanding the foregoing, (a)  
18 Plaintiffs shall retain any rights, claims or defenses they may have in the Federal Securities  
19 Action; and (ii) Oracle shall retain any rights, claims or defenses it may have in the Federal  
20 Securities Action including, without limitation, its rights of indemnity or contribution.

21 10. Pursuant to California Corporations Code § 800, no notice of the Settlement to  
22 Oracle's shareholders is required.

23 11. Upon the Settlement Effective Date, each of the Settling Parties shall be  
24 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and  
25 forever released, relinquished, and discharged each other, and Plaintiffs' Counsel from all  
26 claims relating to, arising out of, or connected with the institution, prosecution, assertion,  
27 settlement, or resolution of the Action and/or the Released Claims.

28 12. In the event that this Stipulation and Settlement is terminated by any of the

1 parties in accordance with Section V.6.1 of the Stipulation, then this Final Judgment shall be  
2 null and void and shall have no force or effect, and no party to the Settlement shall be bound  
3 by any of its terms, except for the terms of Section V.6.4.

4 13. The Court retains continuing jurisdiction over the implementation of this  
5 Judgment and all parties thereto for the purpose of enforcing and administering the terms of  
6 the Settlement. Such continuing jurisdiction shall not affect the finality of this Judgment as  
7 to matters not reserved.

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9 DATED: \_\_\_\_\_

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12 Hon. John G. Schwartz  
13 Coordination Trial Judge  
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